

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. WILLIAM SHDEED,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. CIV-15-181-D
	)	
1. ALTERRA EXCESS & SURPLUS	)	
COMPANY,	)	
and	)	
2. MARKEL INSURANCE COMPANY,	)	
	)	
Defendants.	)	

**COMPLAINT**

COMES NOW the Plaintiff, William Shdeed, and for his causes of action against the Defendants, Alterra Excess & Surplus Insurance Company (“Alterra”) and Markel Insurance Company (“Markel”) alleges and states:

**FIRST CAUSE OF ACTION  
BREACH OF CONTRACT**

1. Prior to November 17, 2014, the Plaintiff secured insurance on a building at 12201 Warwick Drive, Oklahoma City, Oklahoma. The Plaintiff was one of the insureds under the policy. The policy of insurance was written by Alterra. The details of the policy are contained in Policy Number MKLS13XP000655.

2. On November 17, 2014, water that resulted in damage to the insured premises was discovered. The source of the water was a sprinkler system line that was struck by a motor vehicle sometime after the afternoon of November 16, 2014 and before the discovery during the morning of November 17, 2014.

3. The unoccupied building had a sprinkler system that had been protected against freezing by turning it off inside the building at a valve before the break.

4. The claim was promptly reported and the insured has fully cooperated with the Defendants; and complied with all conditions under the policy. The insured has not been requested to submit a signed sworn proof of loss.

5. Alterra has breached the contract by not paying for the covered loss.

WHEREFORE, the Plaintiff, William Shdeed, prays for a judgment against Alterra Excess & Surplus Insurance Company for the damages caused by this covered loss. These damages will exceed \$100,000.00. In addition, the Plaintiff seeks damages for attorney's fees, pre-judgment interest and taxable costs.

**SECOND CAUSE OF ACTION  
BAD FAITH**

6. Markel owns Alterra. Markel, through its employees and independent adjusters it hired, has handled this claim.

7. Markel and Alterra have committed bad faith by refusing to pay the Plaintiff the proper amount for a valid claim under the insurance policy. Markel and Alterra have breached their duty to deal fairly and act in good faith with the Plaintiff. While all of the facts of bad faith are unknown, the known acts of bad faith known are:

- a. Not attempting in good faith to affect prompt, fair and equitable settlement of a claim;
- b. Compelling the Plaintiff, without just cause, to institute suit to recover amounts

due under the policy; and

- c. Failing to timely advise the Plaintiff of acceptance or denial of the claim.

WHEREFORE, the Plaintiff, William Shdeed, prays for bad faith damages and exemplary damages based on Category II against Alterra Excess & Surplus Insurance Company and Markel Insurance Company.

**JURY TRIAL DEMAND**

8. The Plaintiff, William Shdeed, demands a jury trial.

Respectfully submitted,

/s/ Tom E. Mullen

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